

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DINO ANTOLINI, :  
Plaintiff, : 18-CV-10767 (JMF)  
-v- : ORDER  
CHRISTOPHER & SEVENTH REALTY, LLC, et al., :  
Defendants. :  
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JESSE M. FURMAN, United States District Judge:

On December 27, 2018, Plaintiff filed a motion for a default judgment under Federal Rule of Civil Procedure 55(b)(2) and Local Civil Rule 55.2(b) against all Defendants. *See* Docket No. 17. Later the same day, counsel filed a notice of appearance on behalf of Defendants 15 Acres, Inc., and Patrick Daley. *See* Docket No. 18. On January 11, 2019, Defendants 15 Acres, Inc. and Patrick Daley filed an answer and cross-claim against Christopher & Seventh Realty LLC. *See* Docket No. 20. On January 14, 2019, the Court vacated the default judgment schedule against Defendant 15 Acres, Inc. and Daley. *See* Docket No. 21. The Court's January 14 Order remains in effect with regard to these two Defendants, but the initial pretrial conference is rescheduled to later on the same day: **March 7, 2019, at 4:00 p.m.** (rather than 2:45 p.m.).

Although Defendant Christopher and Seventh Realty LLC ("Defendant Realty") was also served with a summons, *see* Docket No. 16, Defendant Realty has not appeared or answered. Accordingly, Defendant Realty is still in default with regard to Plaintiff's complaint. With regard to Defendant 15 Acres and Daley's crossclaim against Defendant Realty, there is also no proof of service of Defendants 15 Acres, Inc. and Daley's crossclaim on Defendant Christopher and Seventh. While generally "[n]o service is required on a party who is in default . . . , a

pleading that asserts a new claim for relief against such a party must be served on that party under Rule 4.” Fed. R. Civ. P. 5(a)(2). Accordingly, in the interests of judicial economy, the Court will issue any default judgment scheduling order with respect to Defendant Realty once it has been properly served and once the time to answer the crossclaim has expired.

Separately, Plaintiff filed a “Motion Letter to Strike Affirmative Defenses.” *See* Docket No. 22. That motion is denied without prejudice to renewal by formal motion **following** the initial pretrial conference. Counsel should be prepared to address the issue at the initial pretrial conference.

It is further ORDERED that Plaintiff serve Defendant Realty via overnight courier with a copy of this Order by **January 18, 2019**, and promptly file proof of such service on the docket.

The Clerk of Court is directed to terminate Docket No. 22.

SO ORDERED.

Dated: January 16, 2019  
New York, New York

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JESSE M. FURMAN  
United States District Judge